

Greystone Senior Apartments Tenant Rental Agreement

Rental Agreement Date: _____, 20____.

Community Address: Greystone Senior Apartments
2620 N Kentucky
Iola, KS 66749

Owner: WB Real Estate of Iola, LLC

Manager / Management Dimensions in Senior Living
As designated per Section 16 of this Agreement.

Residence: Unit Number _____.

Tenant Name(s): _____

Rent Commencement Date: The date for commencement of Tenant’s rent as specified in Addendum A.

Move-in Date: The date Tenant may move-in as specified in Addendum A.

Total Monthly Rent: That amount specified in Addendum A, subject to the adjustments described in Section 3 below.

This Residential Rental Agreement, inclusive of accompanying Addenda A, B, C, and D (“Agreement”) is entered into between Owner and Tenant as of the Rental Agreement Date specified above. In consideration of the mutual promises contained in this Agreement, Owner and Tenant agree as follows:

- 1) Rent of Residence. Owner rents to Tenant, and Tenant rents from Owner, the senior apartment specified above upon the terms and conditions set forth in this Agreement. Such Residence is a portion of a multi-unit apartment building consisting of senior apartment residences, generally known as Greystone Senior Apartments (“Community”).
- 2) Term. The term of this agreement shall commence on the Rental Agreement Date and will end not less than 30 days after the date written notice is given to the Owner that the Tenant is vacating the Residence, or upon termination by Owner or Management in accordance with Section 17, or in accordance with other applicable provisions of this Agreement, or upon 30 days written notice. However, regardless of the Tenant’s notice, this Agreement will continue as long as Tenant has furniture or property on the premises.
- 3) Rent.
 - (a) Payment. On the Rental Agreement Date and on the first day of each month Tenant shall pay to Owner the Total Monthly Rent (“Rent”) specified in Addendum A, plus the amount of all ancillary charges incurred by the tenant or sales, use or transaction privilege taxes or other charges that may be levied by any government body on the rental of the Residence or the receipt of the Rent. Rent shall be due and payable in advance, without any deductions or offsets whatsoever. If the Commencement Date occurs on a date other than the first of the month, the Rent for the first partial calendar month will be prorated based on a 30-day month, and subsequent payments of Rent must be made in full on or before the first of each succeeding month during the term of this Agreement. Rent shall be paid to Owner at the office located at the Community address set forth on the first

page of this Agreement or at any other address or to any other person as Owner may specify in writing from time to time. No adjustments to Rent or other charges due under this Agreement will be made for absences from the Residence.

(b) Late Payments. A late charge in the amount specified in Addendum A shall be charged for each Rent payment that is overdue by more than five days. Acceptance of any late or partial payment shall not change the due date or amount of any required payment in the future and shall not relieve Tenant from any obligation to pay Rent or other charges due under the Agreement. Tenant shall pay an additional \$25.00 administrative fee for each check returned due to insufficient funds or for any other reason. Tenants who have outstanding rent after the 10th of the month will be assessed a late fee of \$10.00 per day the rent is late not to exceed a maximum monthly late fee of \$40.00.

4) Fees and Deposits.

(a) Fees. Prior to move-in, the Security Deposit, and if applicable the refundable Pet Fee, shall be paid in the amount specified in Addendum A of this agreement.

(b) Security Deposit. Prior to move-in, the Security Deposit shall be paid in the amount specified in Addendum A. Without obligation to do so, Management may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other defaults of Tenant. If Management uses any part of the Security Deposit, Tenant agrees to restore the Security Deposit to its full amount within 10 days after Management's written request. No interest shall be paid on the Security Deposit. Tenant may not use the Security Deposit in lieu of paying Rent. When Tenant vacates the Residence, Management may withhold from the Security Deposit all amounts as may be permitted by applicable law and shall refund any remaining portion of the Security Deposit to Tenant within the time period required by applicable law. Damages to the apartment beyond ordinary wear and tear which exceed the amount of the security deposit will be billed to the Tenant as permitted by applicable law.

5) Utilities. The cost of water, sewer, heat, electricity and waste disposal to the Residence is included in the Rent. Tenant must pay for any other utility service, including cable, telephone, long distance, or Internet access, if and as available.

6) Use and Occupancy. Tenants shall personally use and occupy the rented apartment only as a private dwelling. The apartment shall be used as a residence only by the individuals identified in the "Tenant Name(s)" provision on Page 1 of this Agreement. Tenants may not sublet or assign any portion of their apartment to someone else. Tenant shall not use their apartment for any disorderly or unlawful purposes or in a manner determined by the Owner to be undesirable or offensive.

Tenants shall notify Management of absences longer than 7 days. Visitors are welcome, but no visitor shall stay more than 7 nights in a row, or more than 14 nights total in any calendar year unless special permission is obtained from Management. If Management allows visitors to stay beyond the aforementioned limits, Tenant agrees to pay applicable additional fees related to the occupancy of the apartment by a Second Person as specified in Addendum A of this agreement.

7) Parking. Tenant will notify Management, pursuant to Addendum C, if the Tenant keeps an automobile at the Community. Addendum C will include a description of the make, model, color, year and license plate number of the automobile.

Management reserves the right to designate the type of vehicle that may be parked within the Community and reserves the right to prohibit the parking of trailers, boats, campers, and other recreational equipment or vehicles. Inoperable, abandoned, or unauthorized vehicles may be towed

away at the Tenant's or vehicle owner's sole expense after a 24-hour notice is posted on the vehicle. The 24-hour notice does not apply to vehicles that are parked in a covered parking space assigned to another Tenant, or parked in a way that impedes traffic, trash collection or other Community operations. Such an improperly parked vehicle may be towed away immediately without warning at the Tenant's or vehicle owner's sole expense. Tenant agrees and consents that if any vehicle owned or operated by Tenant is towed, the person or company towing or storing the vehicle shall have a lien on the vehicle for all towing and storage charges. Tenant further agrees that Management may, at its option, pay any and all towing and storage charges due in connection with the towing or storage, and all such charges shall be deemed Additional Rent due and owing from Tenant on the next applicable Rent due date. Tenant shall require that all of Tenant's guests park in only unassigned spaces.

- 8) Maintenance of Residence. By taking possession of the Residence, Tenant agrees that the Residence and all Owner-provided furniture, fixtures, appliances and other items of personal property, if any, are in good, clean, and undamaged condition and that Tenant is satisfied with the physical condition, order, and repair of the Residence and its contents. Upon expiration of this Agreement, Tenant shall surrender the Residence and all Owner-provided furniture, fixtures, appliances, and other items of personal property in as good condition as on the Commencement Date, normal wear and tear excepted. If Tenant or Tenant's guests or visitors damage the Residence or any property of Owner, Tenant agrees to pay to Owner upon demand, the cost, plus 15%, for all repairs deemed necessary by Management to be made, and Management may make all repairs and submit a bill to Tenant for such immediate payment. Tenant shall, prior to the Move-in Date and, at Management's request, upon the expiration of this Agreement, complete and return to Owner the Tenant Move-in and Move-out Checklist attached as Addendum D. Management shall from time to time, and at Owner's expense, on an as needed basis (unless need for maintenance is a result of the negligence or misconduct of Tenant or Tenant's guests): (i) service heating and cooling units in the Residence; (ii) provide pest control in the Residence; and (iii) maintain the built-in stove, refrigerator, dishwasher, garbage disposal, and range hood provided by the Owner in the residence. All repairs and maintenance issues must be reported to Greystone office in person or by calling 620-365-6002.
- 9) Alterations and Improvements. No additions, alterations, installations, or repairs, whether structural or non-structural, or decorative changes of a substantial nature (including, without limitation, wallpapering, carpeting, or painting) may be made without the prior written consent of Management. All approved alterations or improvements shall become Owner's property upon the expiration of the Agreement. All approved additions, alterations, installations, repairs, decorations, or other improvements to the Residence shall be made at Tenant's cost and expense. Tenant agrees that all alterations, improvements, decorating or other changes made without the prior written consent of Management must be removed at Tenant's expense, with the Residence returned to its original condition at Tenant's expense upon Tenant's vacating of the Residence and that Rent shall continue until such restoration is complete.
- 10) Personal Property. Except for the Owner provided items designated in Section 9, Tenant shall be solely responsible for obtaining, delivering, and installing in the Residence any other desired furniture, fixtures, appliances, and other items of personal property. Neither Owner nor Management shall be held liable for lost or stolen property or loss due to fire, windstorms, or any other hazard. Tenant shall be solely responsible for removing Tenant's personal property from the Residence upon expiration of this Agreement. If the Tenant's personal property is not removed, then Management, in its sole discretion, may (i) remove all property and store it in a public warehouse or elsewhere or dispose of it at the cost of and for the account of Tenant (in which case, neither Owner or Management shall be liable for any damage resulting from such removal, storage or disposal); or (ii) continue to charge Rent for the Residence until the personal property is removed.

- 11) Insurance. Tenant shall obtain and maintain liability and property insurance with respect to the Residence and all property therein that is not Owner-provided. A Certificate of Insurance evidencing insurance obtained by the Tenant shall be provided to the Owner. Tenant's insurance shall be primary and any insurance carried by Owner or Management shall be excess over and non-contributing with Tenant's insurance.
- 12) Access. Owner and Management, or their agents, shall have the right to enter the Residence upon reasonable notice to Tenant and at reasonable times (no notice shall be required in an emergency) to determine the need for repairs in the Residence, to make necessary or agreed repairs, to supply necessary or agreed services, to show the Residence to prospective Tenants, or for other business purposes.
- 13) Pets. No pets of any kind shall be permitted to reside in the Residence without or until Management determines in Management's sole discretion that the Pet is suitable to be kept in the Residence. If Management permits Tenant to keep an approved Pet in the Residence, Tenant shall pay the Owner a refundable Pet Fee as specified in Addendum A. Such refundable Pet Fee is in addition to the Security Deposit and will be utilized to restore the unit to its original condition if there is damage to the residence.

Pets that Management will consider for acceptance at the Community are described in Addendum E. If the Residence sustains abnormal damage, whether caused by an approved Pet or an unapproved pet, Tenant agrees to pay to Owner all labor and material costs, incurred to repair the Residence.

Tenants are solely responsible for maintaining Pets in accordance with the provisions of Addendum E.

- 14) Tenant Representations. Tenant represents and warrants to Owner that all Tenants residing in the Residence have assets and income which are sufficient under foreseeable circumstances and after provision for payment of Tenant's obligations under this Agreement, to meet Tenant's ordinary and customary living expenses. All applicants for residency will be considered equally without restrictions as to race, sex, sexual orientation, creed, religion, or national origin.
- 15) Manager. Owner shall have the right from time to time to authorize any person or entity ("Manager" or "Management") to manage the Community on behalf of Owner, to enter into this Agreement, to collect Monthly Rent, to act on behalf of Owner for the purpose of service of process, giving and receiving notices, and to otherwise fulfill the duties and obligations of Owner under this Agreement and exercise all rights and powers of Owner under this Agreement. Owner initially designates Dimensions in Senior Living, L.L.C. as the Manager. The mailing address and address for payments is 2620 N Kentucky, Iola, KS 66749. Owner may change the Manager or address for notices or payments from time to time by written notice to Tenant. On site concerns should be referred to the Executive Director at 620-365-6002.
- 16) Termination.
 - (a) Failure to Pay or Perform. Management may terminate this Agreement, without limitation on any other rights or remedies Owner or Management may have at law or in equity, if (i) Tenant fails to pay any installment of Rent or any other charges as required under this Agreement and the failure continues for a period of ten days after notice from Management of the failure; (ii) Tenant fails to comply with or perform any covenant or provision under this Agreement and the failure continues for 20 days after notice from Management of the failure; (iii) Tenant fails to comply with the Iowa Uniform Residential Landlord and Tenant Law in a manner that materially affects health and safety and the failure continues for a period of five days after notice from Management; or (iv) Tenant breaches this Agreement in a material or irreparable manner.

- (b) Special Termination Events. Without limitation of Owner's or Management's remedies under (a) above, if Management determines, in Management's sole discretion, that: (i) Tenant or Tenant's guests or visitors are creating a disturbance within the Community or Residence that is undesirable or threatens or is injurious to the health, safety, welfare, comfort, or peaceful lodging of other Tenants, their guests or staff at the Community; (ii) Tenant or Tenant's guests or visitors are interfering with the functioning of the Community or the staff of the Community; or (iii) Tenant is ill or incapable of independently performing personal hygiene and other activities of daily living for himself or herself and requires daily assistance, then Management may terminate this Agreement by giving Tenant 30 days prior written notice of termination. The right to make a determination of the existence of any such physical or mental condition and the need for assistance with the activities of daily living, shall be vested solely with the Management after consultation with the Tenant, their designee and if applicable the Tenant's Physician. Management shall have the right to seek a second opinion from a qualified healthcare professional, other than the Tenant's physician.
- (c) Termination by Tenant. If the Residence is occupied by a sole Tenant and the Tenant dies, this Agreement shall terminate on the date that the personal representative of the deceased Tenant removes the personal property of the Tenant from the Residence and surrenders the Residence to Owner in the condition required by this Agreement.

17) Senior Apartments; no Assisted Living (Residential Care) Care. The Community's benefits and services do not include any forms of "assisted living" for Tenant, and Owner and Management disclaim any responsibility and shall have no obligation to provide any assisted living care under the terms of this Agreement. The senior apartment portion of the Community consist of Residential apartments with convenience services designed for persons who are independently capable of providing for their own healthcare and personal care needs. The Community does not offer Senior Apartment Tenants assistance with medications, bathing, dressing, mobility needs, or other personal care activities. Tenant represents to Owner that Tenant is independently capable of providing for Tenant's own health care and personal care needs and will provide for all such needs so long as Tenant resides in the independent living portion of the Community. If Tenant utilizes any private duty caregivers or companions while at the Community, Tenant agrees to comply with the Community's applicable policies for such personnel. It is Tenant's responsibility to provide for Tenant's own health care and personal care needs so long as Tenant resides in the independent living portions of the Community. Tenant indemnifies, holds harmless, and releases Owner and Management and their directors, agents, and employees, for, from, and against any and all liability, cost, and responsibility for injury and damage, including attorney's fees, arising from Tenant's failure to obtain, or from the failure of others engaged by Tenant to furnish appropriate health care or personal care services, and from all injury and damage that could have been avoided or reduced if such services had been obtained or furnished.

18) Smoking. Tenants who choose to smoke or allow guests to smoke may do so only outside of the community. Smoking is not permitted in Tenant apartments or garages. If Tenant fails to comply with Owner's smoking policies, Owner may take immediate action including, but not limited to, termination of this Agreement.

19) Miscellaneous.

- (a) Severability. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable.
- (b) Waivers. The waiver of any of the terms or provisions of this Agreement will not be effective unless it is in writing and signed by Owner, Management or their authorized representatives. No waiver by Owner or Management of any term or provision of this Agreement shall be deemed a

waiver of any other term or provision or of any subsequent breach by Tenant of the same or any other term or provision of this Agreement.

- (c) Subordination. Tenant acknowledges and agrees that this Agreement is and shall at all times remain subordinate to all now existing and all future Owner-executed Deeds of Trust, Assignments of Rents, Security Agreements, Ground Leases, UCC or other Fixture Filings, or other documentation evidencing encumbrances affecting the Community, including any modifications or extensions thereof.
- (d) Notices. All notices shall be in writing and shall be delivered to Owner at the Community address set forth above and to Tenant at the Residence designated above. To be effective under this Agreement, all written notices must be hand-delivered or mailed by certified mail. All notices shall be effective for all purposes upon the earlier of (i) receipt by the addressee; or (ii) five days after deposit into the U.S. Mail if sent by certified mail.
- (e) Parties. If there is more than one Tenant, the liability of all Tenants shall be joint and several and, if the Tenant are husband and wife, the community property and separate property shall be subject to the obligations of this Agreement.
- (f) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
- (g) Modifications for Lenders. If, in connection with Owner's obtaining and entering into any financing or ground lease for any portion of the Community, the lender or ground lessor requests modifications to this Agreement, Tenant within 10 days after written request, agrees to execute an amendment to this Agreement incorporating all modifications, so long as the modifications are reasonable and do not increase the obligations of Tenant under this Agreement or adversely affect the leasehold estate created by this Agreement.
- (h) Entire Agreement; Binding Effect. This Agreement along with all amendments, addenda, or attachments, constitutes the entire understanding between Owner and Tenant with respect to Tenants' residency at the Residence. Subject to the termination rights and transfer restrictions set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Owner and Tenant.
- (i) Abandonment. If Tenant is absent for thirty consecutive days while any rent is delinquent, the Residence and any personal property in the Residence will be deemed abandoned. Management may dispose of any personal property in the Residence without notice or court order and without accountability to Tenant or any third party. If the Residence is abandoned and Management retakes possession of the Residence, such retaking of possession will not be deemed an acceptance of Tenant's abandonment as a surrender (unless otherwise provided in a writing signed by the Owner or Management), and Tenant will be liable for all rental deficiencies, expenses, storage fees, costs and other damages suffered by Owner.
- (j) Good Faith. Tenant specifically agrees that all provisions contained in this Agreement have been entered into in good faith and not for the purpose of limiting or exculpating any of Owner's liability under the law. Owner has not deliberately used any provisions known by Owner to be prohibited.

Owner and Tenant have executed this Agreement as of the Rental Agreement Date set forth on Page 1.

By: Owner Representative
Greystone

Date:

Tenant(s):

Date:
